

**AMENDED
CITY OF TEMPE – TEMPE OFFICERS ASSOCIATION
2005-2007 M.O.U.**

This Amended City of Tempe – Tempe Officers Association 2005-2007 M.O.U. (“Amended MOU”) is made and entered into this _____ day of June, 2006 by and between the City of Tempe (“City”) and the Tempe Officers Association (“Association”).

RECITALS

WHEREAS, the City and the Association met and conferred and entered into a 2005-2007 Memorandum of Understanding (“MOU”), which was approved by the City Council on June 16, 2005;

WHEREAS, representatives of the City and the Association agreed to re-open the MOU and have further agreed upon amendments to the MOU;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations of the parties hereto, the City and the Association agree as set forth below:

1. Applicability of the MOU. With the exception of the provisions stated herein, all other provisions of the MOU shall remain in full force and effect.
2. Wages. Article 6, Section 1 of the MOU is hereby amended by adding the following Subsections:
 - C. In July 2006, the City will implement market survey adjustments to move wage ranges for Police Officers and Sergeants to the “75th percentile” (the salary range at or above the calculated mean of the market median and the market maximum, using the highest pay in each range) of the established market. Any Association Member whose salary is below the newly-established range maximum, based on the 2006/2007 market survey, shall receive a step increase of up to 5%, but in no case shall base salary exceed the maximum for the range. However, any Unit Member whose salary is below the newly-established range minimum for his/her position shall receive a salary increase to at least that new minimum. Any salary increase resulting from a range adjustment, based on the 2006/2007 market survey, will be retroactive to the beginning of the City’s first pay period ending in July 2006.
 - D. The City will work with representatives of the Association to hire an independent firm or individual, who is mutually acceptable to both parties, to conduct a classification study of the Sergeant position, based on

positions existing in Tempe's established benchmark cities. The parties will work together to hire the independent firm as soon as possible after July 1, 2006. Any resulting changes to the Sergeants' salary range will be retroactive to the beginning of the first pay period ending in July 2006.

- E. Officers who do not receive a step increase of at least 2.5% following the market survey will receive a one-time Productivity Enhancement Bonus of 2.5% of base pay, to be paid in August 2006. Sergeants who do not receive a step increase of at least 2.5% following the market survey and classification study will be eligible for the 2.5% bonus upon completion of the classification study. The City Manager will make reasonable efforts to ensure that the classification study is completed in a timely manner.

3. Maximizing Staffing Plan. Article 7, Section 1 of the MOU is hereby amended by adding the following positions and percentages to the list of positions qualifying for increased base pay, effective July 1, 2006:

Check and Fraud Detectives	5%
Computer Forensics Detectives	5%
K-9 Master Trainer	5%

4. Holiday and Vacation Benefits. Article 9, Section 1 of the MOU is hereby amended by updating the Vacation Leave Accrual Schedule, effective July 1, 2006, as follows:

<u>Years of Service</u>	<u>Hours Earned Monthly</u>
Up to 5 years	9.33
5 to 9 years	11.33
10 to 14 years	13.33
15 to 19 years	16.667
20+ years	18

As of July 1, 2006, maximum vacation accrual shall increase from 300 to 450 hours.

5. Uniform, Clothing & Equipment Allowances. Article 15, Section 1 of the MOU is hereby amended by adding the following sentence to the end of the paragraph:

As of July 1, 2006, the uniform reimbursement amount shall increase from \$800 to \$900 per year.

Article 15, Section 4 of the MOU is hereby amended by adding the following sentence to the end of the last paragraph:

As of July 1, 2006, the amount contributed by the department toward the replacement of expired vests will increase from \$1,000 to \$1,100 per vest.

IN WITNESS WHEREOF, the Parties hereto have executed this Amended MOU this _____ day of June, 2006.

CITY OF TEMPE, ARIZONA

By: _____
City Manager

ASSOCIATION REPRESENTATIVE

By: _____

Its: _____

APPROVED AS TO FORM:

City Attorney